

WORK SESSION

I. ITEMS FOR DISCUSSION ONLY:

- a. Discussion with Mineral County Sheriff regarding law enforcement services for the City of Creede;
- b. Discussion of Municipal Code Sec. 13-6-140 Penalty for late payment;
- c. Discussion regarding the issuance a request for proposals for the construction of a new entrance to Virginia Christensen Recreation Center;
- d. Discussion regarding the drafting of a new lease agreement between the City of Creede, CO and Tomkins Hardware allowing Tomkins Hardware to utilize a portion of the abandoned railroad proximate to Town Hall for the purpose of receiving deliveries of large items;
- e. Discussion regarding the adoption of an ordinance allowing the City to bill back applicants for building permits and land use requests for review fees that exceed the reasonable amount covered by the application fees;
- f. Budget request from the Headwaters Alliance;
- g. Discussion regarding the fee schedule for FY 2024;
- h. Discussion regarding the second draft of the FY 2024 annual budget for the City of Creede;



The City of Creede Municipal Code

Sec. 13-6-140. Penalty for late payment.

(a) Utility bills forty-five (15) days past due will be assessed a ten-percent monthly fee on any accrued outstanding balance and an additional fee per month as long as the bill is outstanding.

(b) At sixty (30) days past due, the customer will be sent a "water shut-off" notice, allowing him or her thirty (30) days after that to bring his or her balance current or make arrangements. All monthly billing shall continue with all delinquent fees being added.

(c) At ninety (90) days past due, the water service will be shut off and shut off fee applied, and the delinquent utility bill shall be collected with the authority and procedures outlined in [13-6-150](#) below. All monthly billing shall continue with all delinquent fees being added. The water shall not be turned back on until all past due charges are brought current (including turn-off and -on fees).

(d) Furthermore, if a public utility bill goes unpaid for twelve (12) consecutive months, the water connection (tap) will be considered abandoned. The water shall not be turned back on until all past due charges are brought current, and a new water connection (tap) fee is paid in full.

(Ord. 334 § 6.14, 2005; Ord. 347 §1, 2008)

APPROVED
By Dan Naiman as Noted at 8:51 am, Oct 17, 2023



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OWNERS REPRESENTATIVE
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CONSULTANTS

STAMP & SIGNATURE



08/02/23

PROJECT

New Facility Entrance

408 La Garita Street
Creede, CO 81130

Mineral County
Colorado

OWNER

City of Creede

Virginia Christensen
Multi-Use Facility

SUBMITTALS

No.	Date	Description
1		Preliminary Design
2		Schematic Design
3		Construction Documents
⚠		
⚠		
⚠		

DRAWING INFORMATION

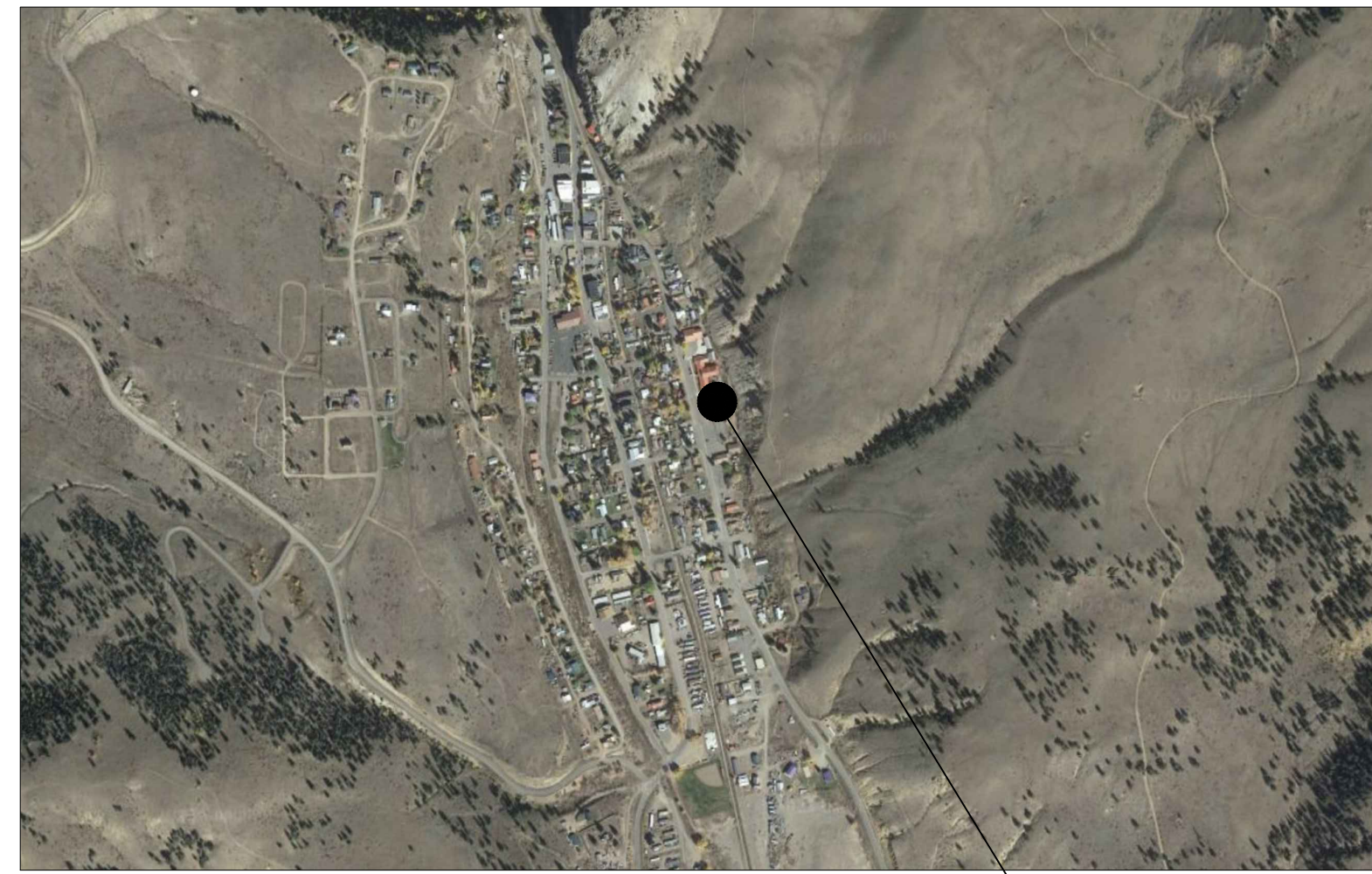
Job Number:
Print Draft Number:
Drawn By: AS & RZ
Checked By: RDS
Drawing Date: 08/02/23

SHEET TITLE

Cover Sheet

A-0

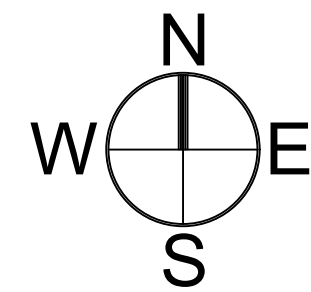
Sheet Number: 1 of 7



Vicinity Map

THIS PROJECT

LEGAL DESCRIPTION
LOTS 1 THRU 17 BLOCK 14 SOUTH CREEDE



Project Description

Name: New Facility Entrance
Address: 408 La Garita Street
Creede, CO 81130

City of Creede
Adopted Code: IBC 2003

Occupancy: Group A-3, Recreation

INDEX OF DRAWINGS

Architectural
A-0 Cover Sheet and Site Plan
A-1 Floor Plan
A-2 Elevations

Structural
S0.0 Design Criteria, Specifications, Table of Drawings
S1.0 Footings
S2.0 Roof Layout
S3.0 Framing



1 SITE PLAN
SCALE: 1/16" = 1'-0"

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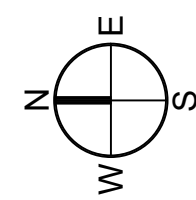
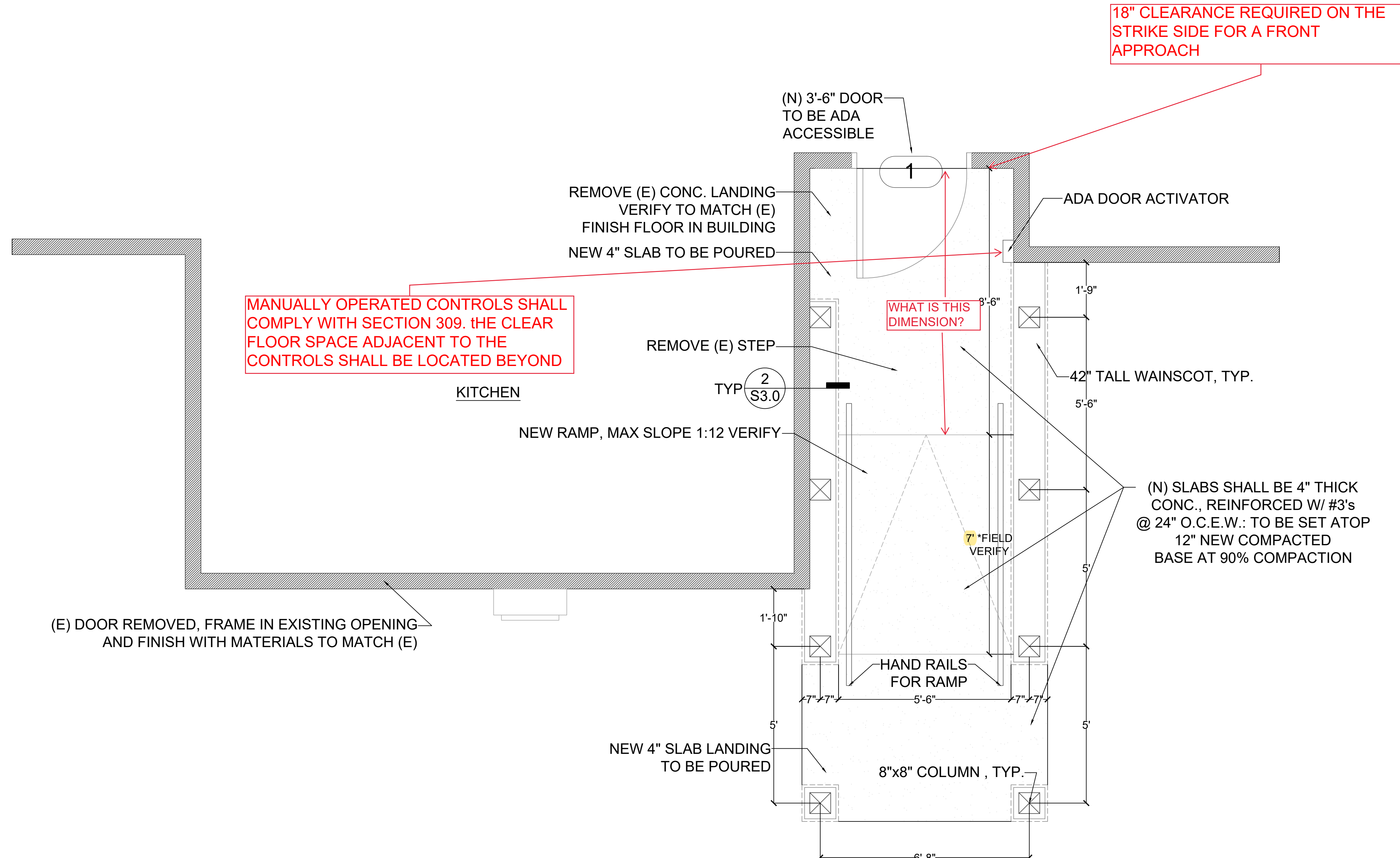
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Drawing Date: 08/02/23

SHEET TITLE

FLOOR PLAN

A-1

Sheet Number: 2 of 7



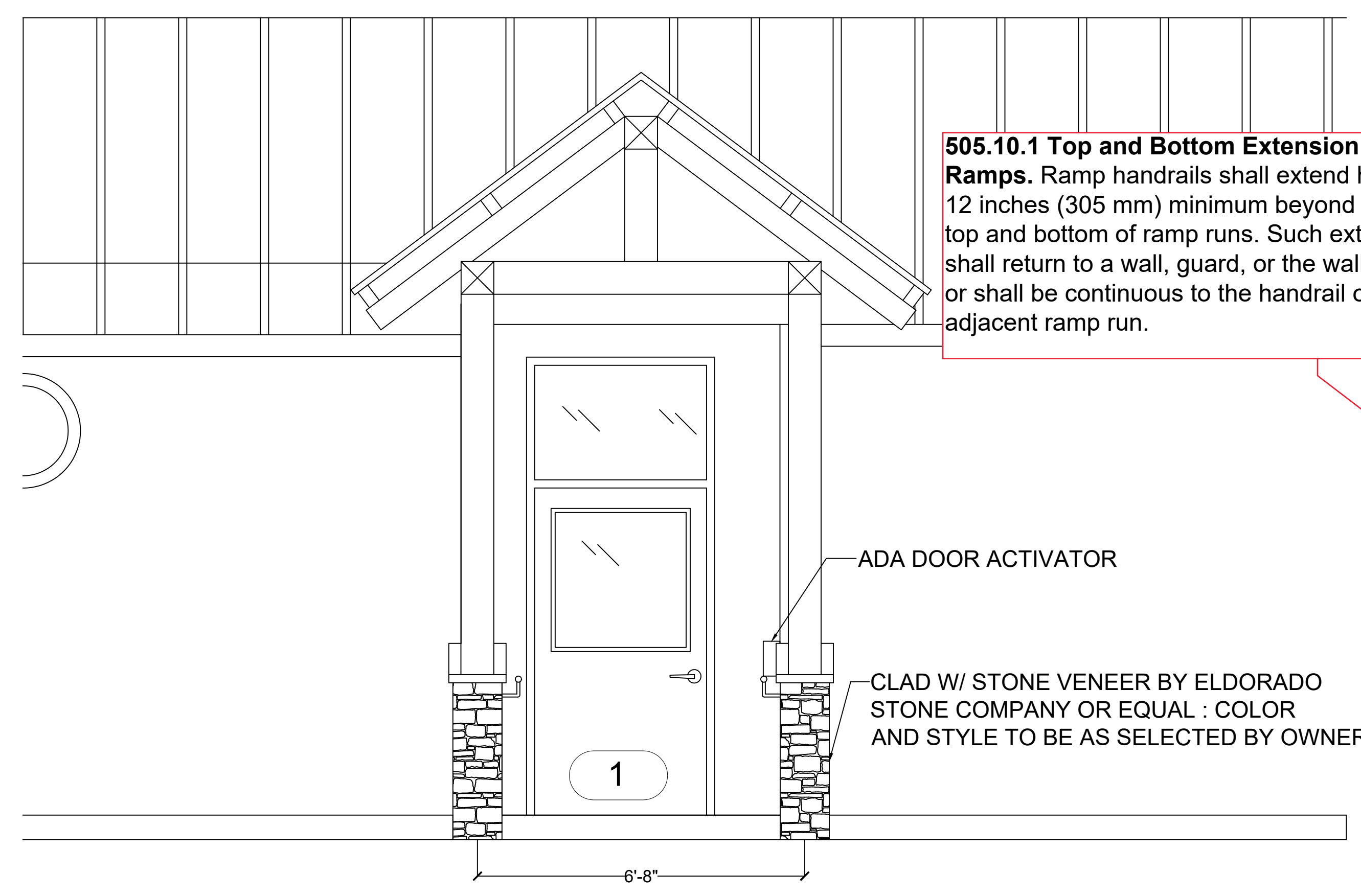
1 FLOOR PLAN
SCALE: 1/2" = 1'-0"

DOOR SCHEDULE

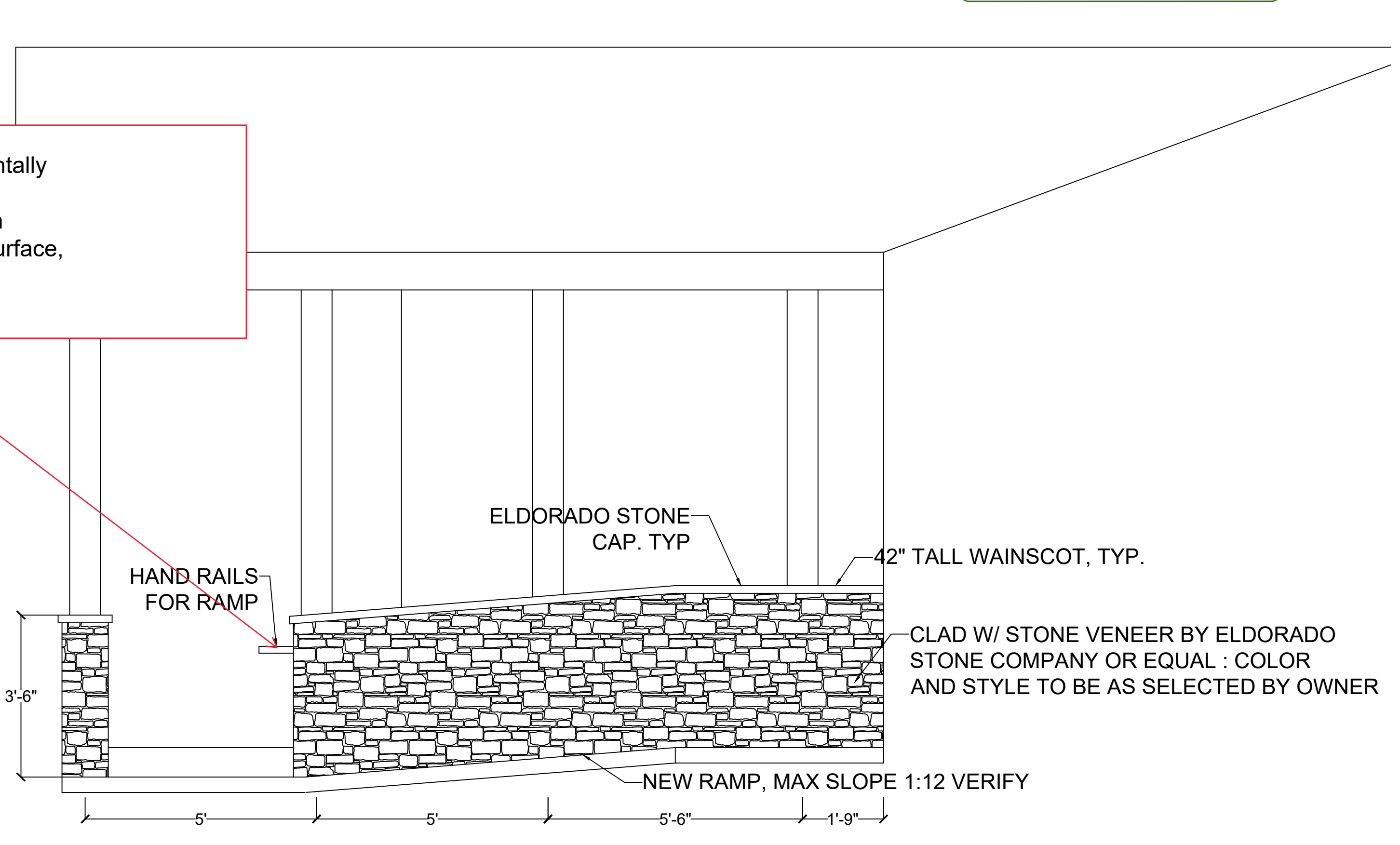
NUMBER	WIDTH	HEIGHT	TYPE	MATERIAL	NOTES
1	3'-6"	6'-8"	E-1	FIBERGLASS	HALF LITE, INSULATED FIBERGLASS DOOR BY PROVIA CO. OR EQUAL, W/ PANIC HARDWARE INT., ADA ACCESSIBLE HARDWARE EXT.: TO BE SELECTED BY OWNER

APPROVED
By Dan Naiman as Noted at 8:50 am, Oct 17, 2023

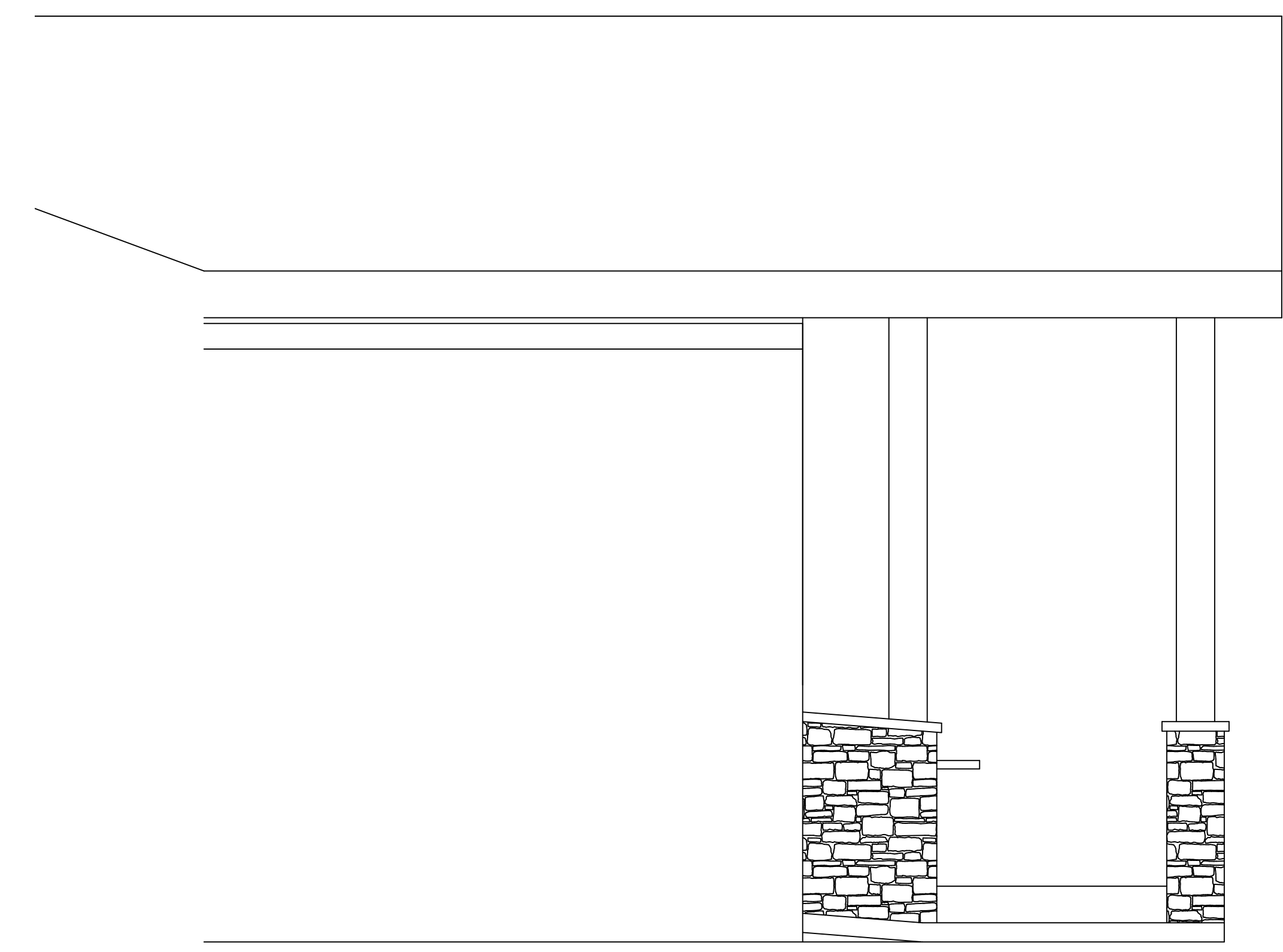
505.10.1 Top and Bottom Extension at Ramps. Ramp handrails shall extend horizontally 12 inches (305 mm) minimum beyond the top and bottom of ramp runs. Such extension shall return to a wall, guard, or the walking surface, or shall be continuous to the handrail of an adjacent ramp run.



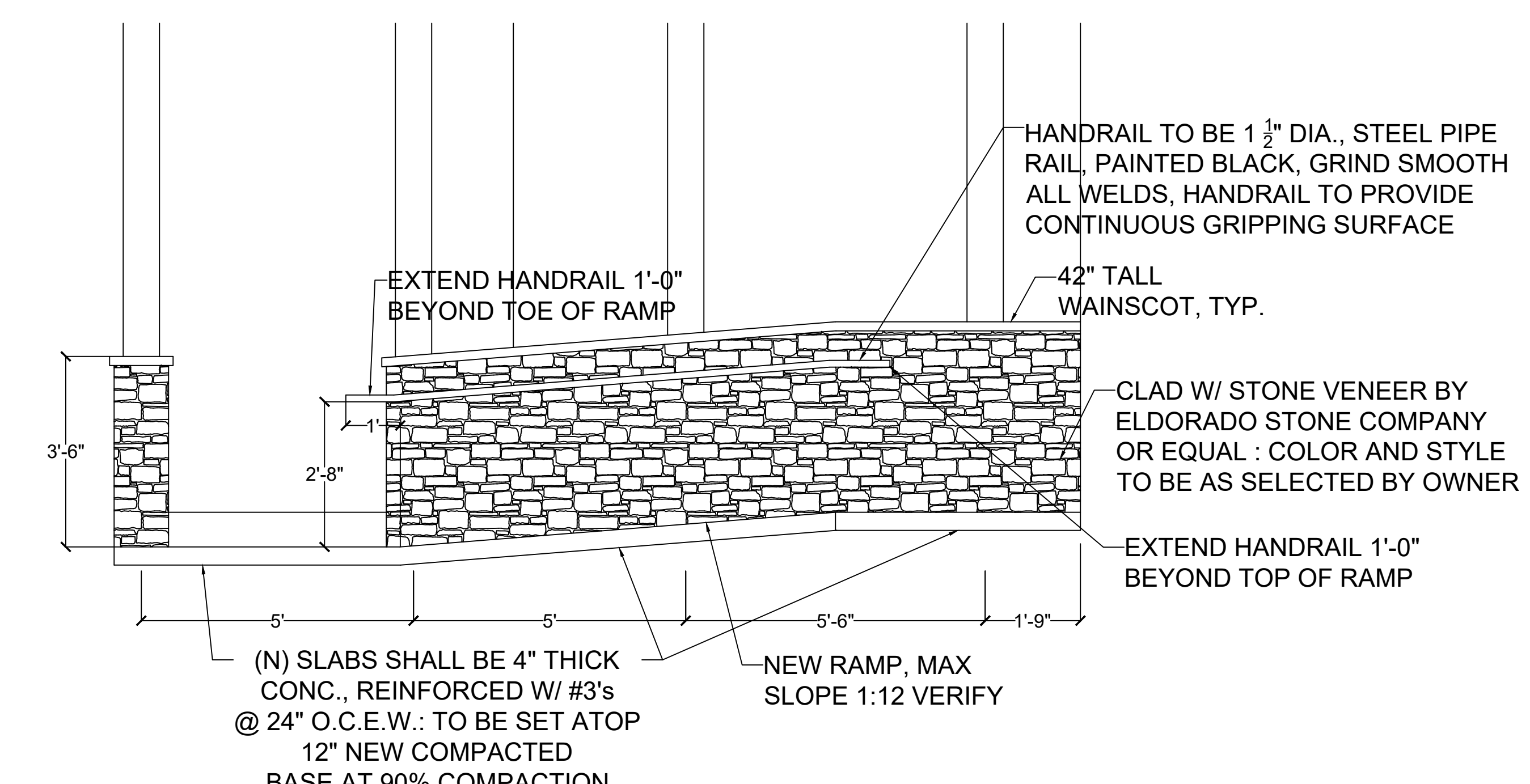
1 NORTH ELEVATION
SCALE: 1/2" = 1'



2 WEST ELEVATION
SCALE: 1/2" = 1'



3 WEST ELEVATION
SCALE: 1/2" = 1'



4 RAMP HANDRAIL PLACEMENT
SCALE: 1/2" = 1'



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PROJECT
New Facility
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Creede, CO 81130

Mineral County
Colorado

OWNER
City of Creede

Virginia Christensen
Multi-Use Facility

SUBMITTALS

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4		
5		

DRAWING INFORMATION

Job Number:
Print Draft Number:
Drawn By: AS & RZ
Checked By: RDS
Drawing Date: 08/02/23

SHEET TITLE
Elevations

A-2
Sheet Number: 3 of 7



Spencer
architecture studio

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PROJECT

**New Facility
Entrance**

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Mineral County
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City of Creede

Virginia Christensen
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Job Number: JOB NUMBER
Print Draft Number: 1
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SHEET TITLE

Design Criteria,
Specifications, Table of
Drawings

S0.0

Sheet Number: 4 of 7

General Requirements

- Overall building dimensions used are based on the Architectural floor plan and must be verified with the architectural drawings prior to construction of form-work and placement of concrete. Existing building dimensions to be field verified.
- Contractor to verify existing conditions prior to commencing work. Notify engineer of record of any discrepancies before proceeding.
- Do not scale drawings for purposes of establishing dimensions.
- It is the contractor's responsibility to provide all necessary bracing and shoring for construction and any other temporary supports. Requirements of OSHA and other governing bodies have jurisdiction at the site.

Special Inspections

- Special Inspection work and the final letter of compliance have not been included in the structural engineer scope of services. The owner is responsible for obtaining the services of a special inspector.

Design Criteria

Building Code.....IBC 2003
Occupancy Category.....Normal (Category II)

Dead Loads

Roof.....10 psf

Live Loads

Roof.....20 psf

Floor.....40 psf

Snow Loads

Roof Snow.....80 psf

Snow Importance Factor (I).....1.00

Snow Exposure Factor (Ce).....1.00

Thermal Factor (Ct).....1.00

Frost Depth36 inches

Wind Loads

Basic Wind Speed.....90.0 mph

Wind Importance Factor (I).....1.00

Wind Exposure Category.....B

Seismic

Seismic Importance Factor (I).....1.00

Seismic Design Category.....C

Soil Site Class.....D Stiff Soil

Ss.....0.323 g

Sds0.332 g

S1.....0.094 g

Sd1.....0.150 g

Note: Evaluation of the existing building is not in this scope of work

Concrete

- Standards: ACI Specification for structural concrete 301, ACI 318 and Commentary ACI 318R; plus ACI 302 latest editions.
- Formwork per ACI guide 347-14 and SP-4 latest editions
- Reinforcing per ACI specification for structural concrete 301-10, CRSI Manual of Standard Practice and WRI Design of slab on grade foundations latest editions
- Concrete Reinforcing Materials shall conform to the following:
 - Typical bars.....ASTM 615 Grade 60
 - No. 3 bars.....ASTM 615 Grade 40
 - Deformed bars.....ASTM A1064 Grade 70
 - Welded wire reinforcementASTM A1064
- All reinforcing materials must be supported and held in place using steel wire bar supports in accordance with CRSI.
- Welding of rebar is not allowed unless noted on the drawings.
- Minimum clear concrete cover shall be as follows unless noted otherwise:
 - Concrete cast directly against earth – three inches
 - Concrete exposed to weather or earth – two inches
 - Concrete slab on grade – 1-1/2 inches
- All continuous reinforcement shall lap a minimum of 36 bar diameters.
- Concrete mixture must be normal weight type (145 pcf) and designed per ACI 318-14 with 3000 psi (w/c – 0.50 max)
- Form removal shall not take place until the concrete has reached 70 percent of the specified 28-day compressive strength. Concrete footings and slab shall be cured for a minimum of 14 days before work can commence on them.

Wood

- All exposed lumber should be Western Red Cedar grade 2 with 19% maximum moisture content of any species. Select and cut lumber to eliminate knots and other defects that would interfere with attachment of other work.
- Wood framing for stem wall to be southern pine no. 2.
- Any wood in contact with earth or concrete shall be treated.
- Fasteners should be as follows: bolts, nails, brads and staples and should comply with ASTM F 1667; wood screws should comply to ASME B18.6.1; power driven fasteners should comply with NES-NER-272.

Table of drawings

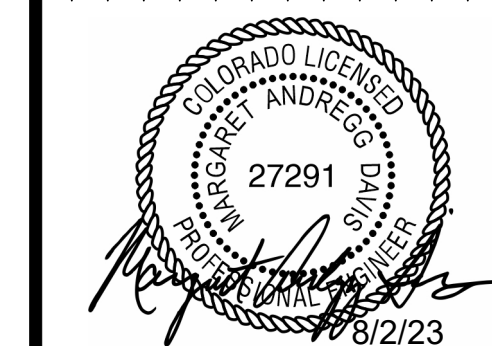
- S 0.0 Design Criteria, Specifications, Table of Drawings
- S 1.0 Footings and Slab
- S 2.0 Roof Layout
- S 3.0 Framing



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PROJECT
 New Facility
 Entrance

408 La Garita Street
 Creede, CO 81130
 Mineral County
 Colorado

OWNER
 City of Creede
 Virginia Christensen
 Multi-Use Facility

SUBMITTALS

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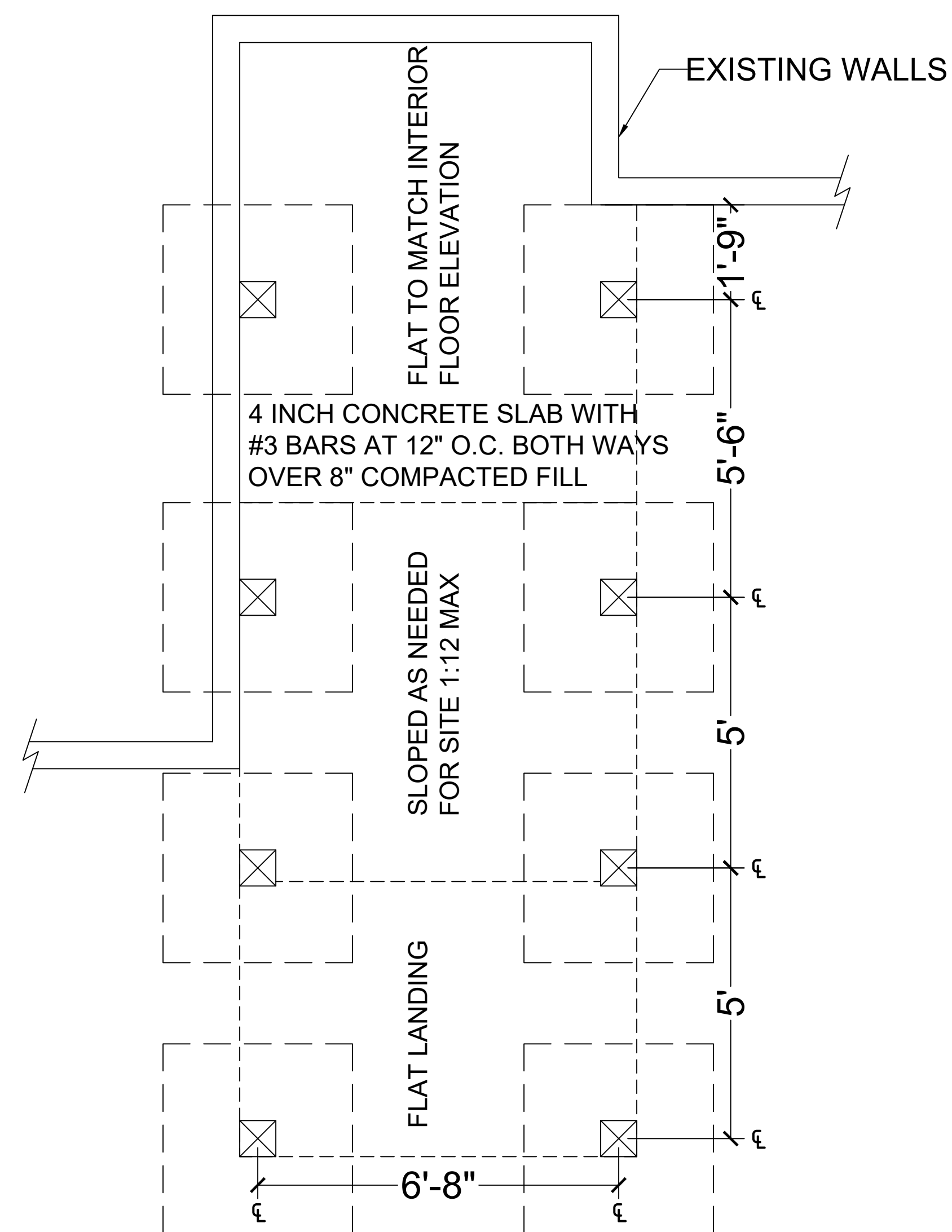
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 Checked By: RDS
 Drawing Date: 08/02/2023

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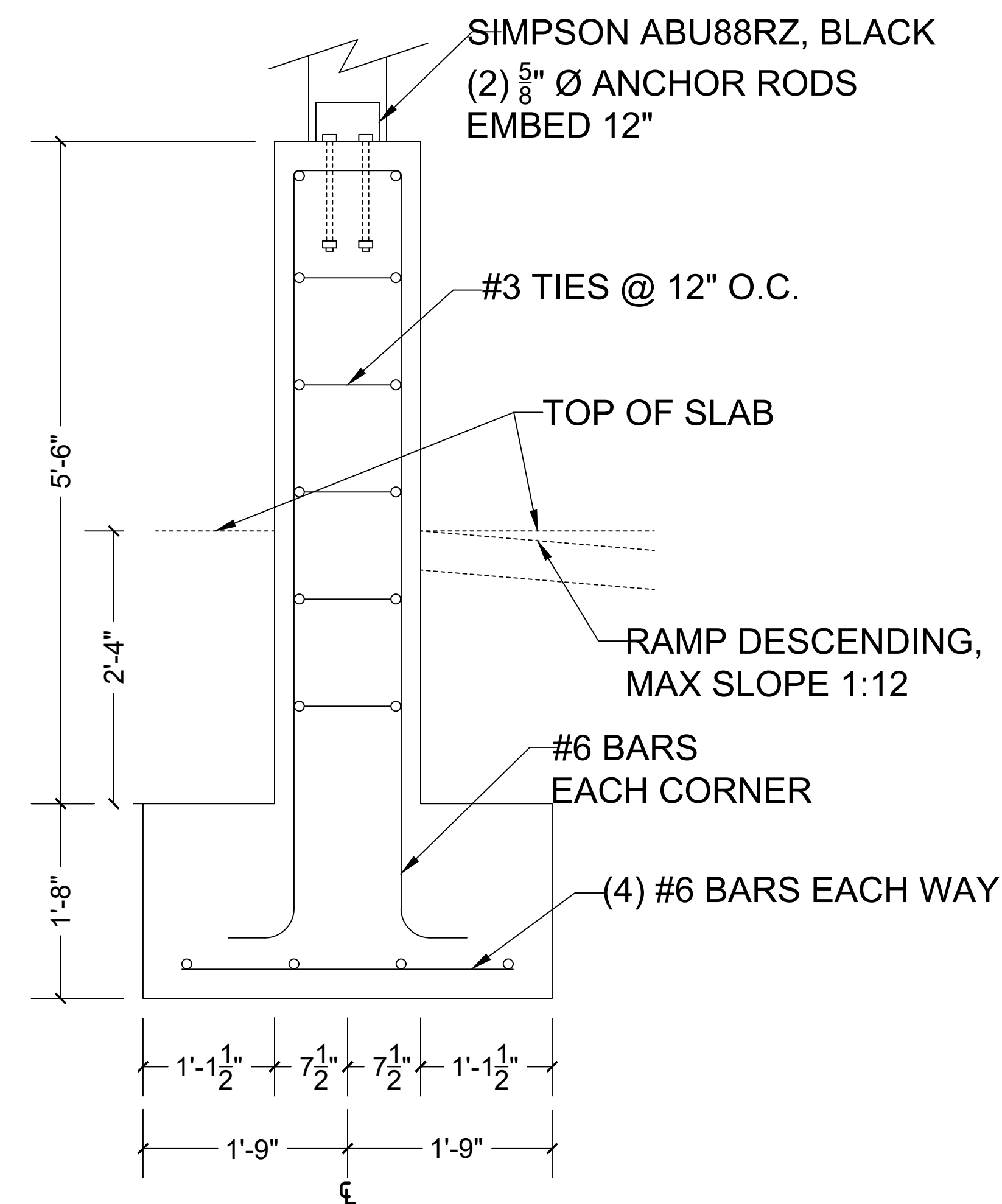
Footings

S1.0

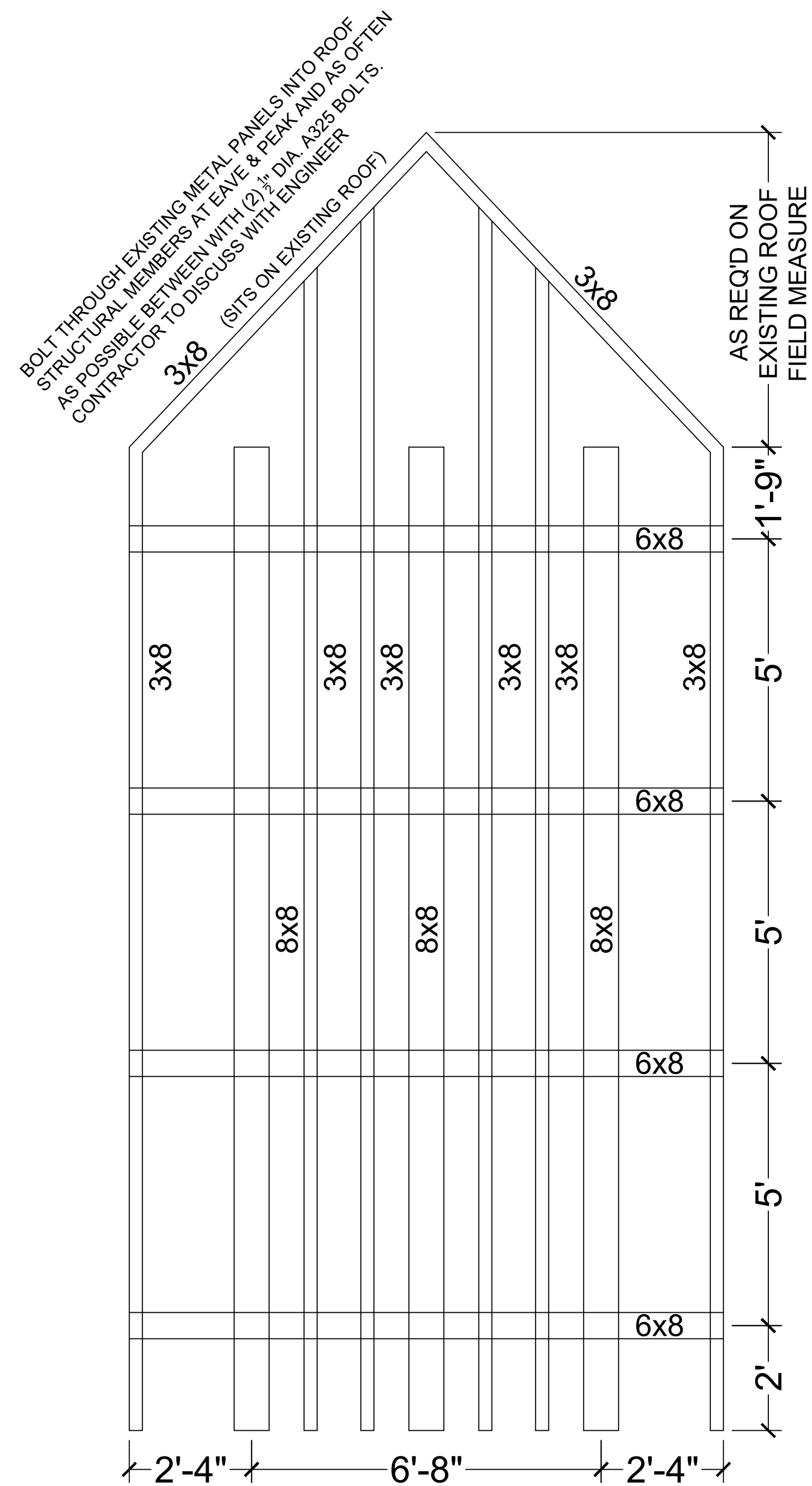
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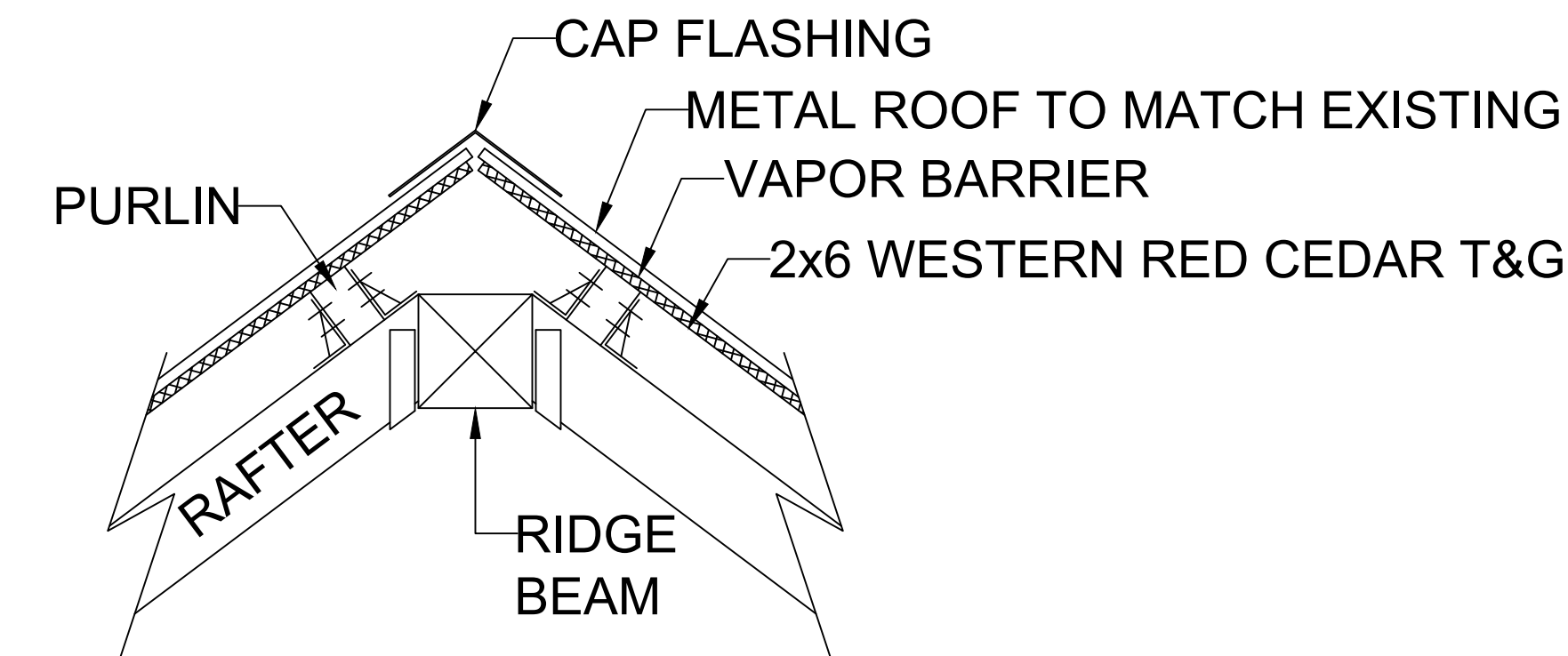
1 Footings Placement
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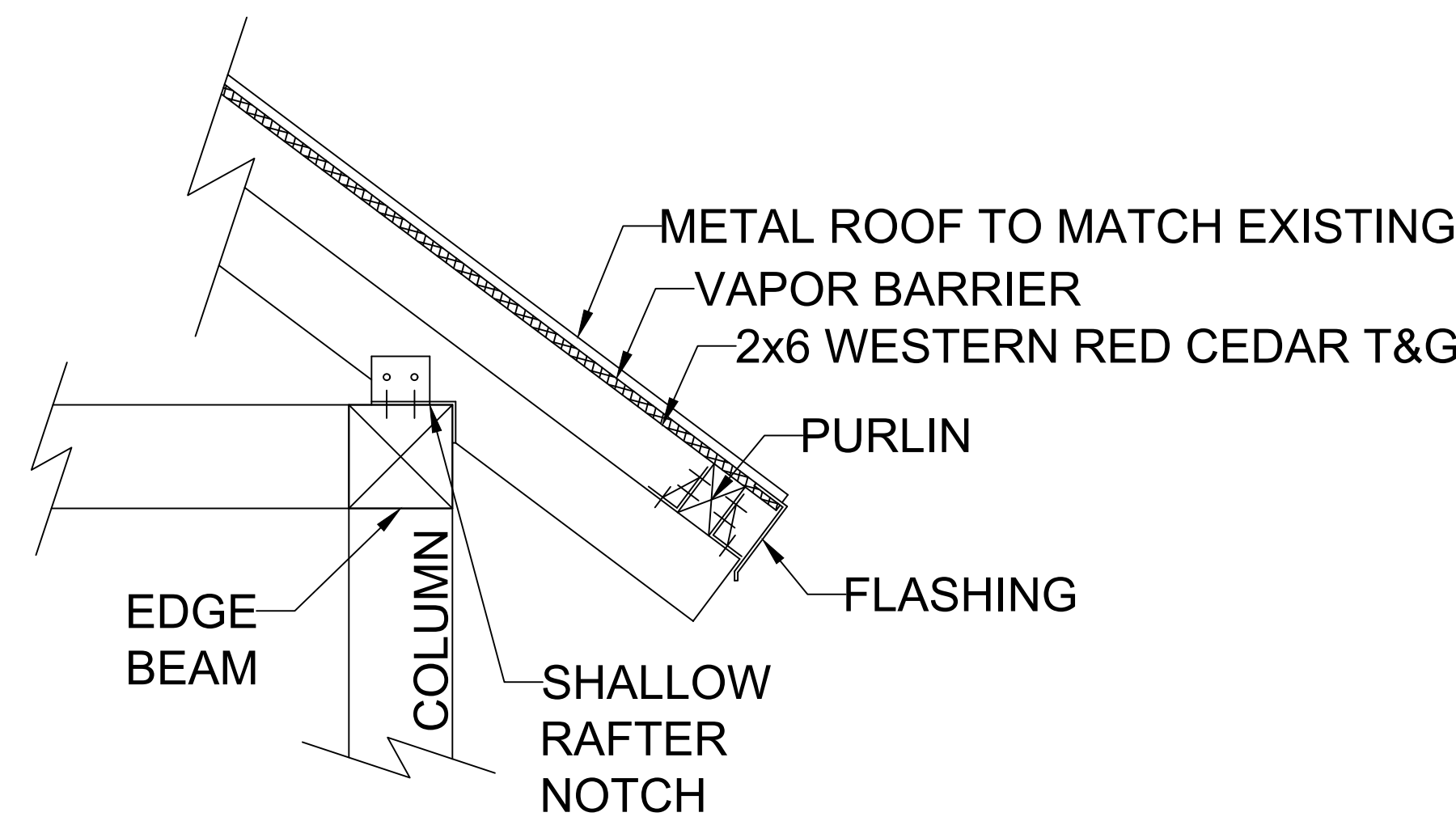
2 Footings Detail
 SCALE: 1" = 1'-0"



1 ROOF LAYOUT
SCALE: 1/2" = 1'-0"



2 RIDGE
SCALE: 1" = 1'-0"



3 EDGE OF ROOF
SCALE: 1" = 1'-0"



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 Andregg Davis
 8/2/23

PROJECT
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408 La Garita Street
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DRAWING INFORMATION
 Job Number: JOB NUMBER
 Print Draft Number: 1
 Drawn By: RZ
 Checked By: RDS
 Drawing Date: 08/02/2023

SHEET TITLE
Roof Layout

S2.0
Sheet Number: 6 of 7



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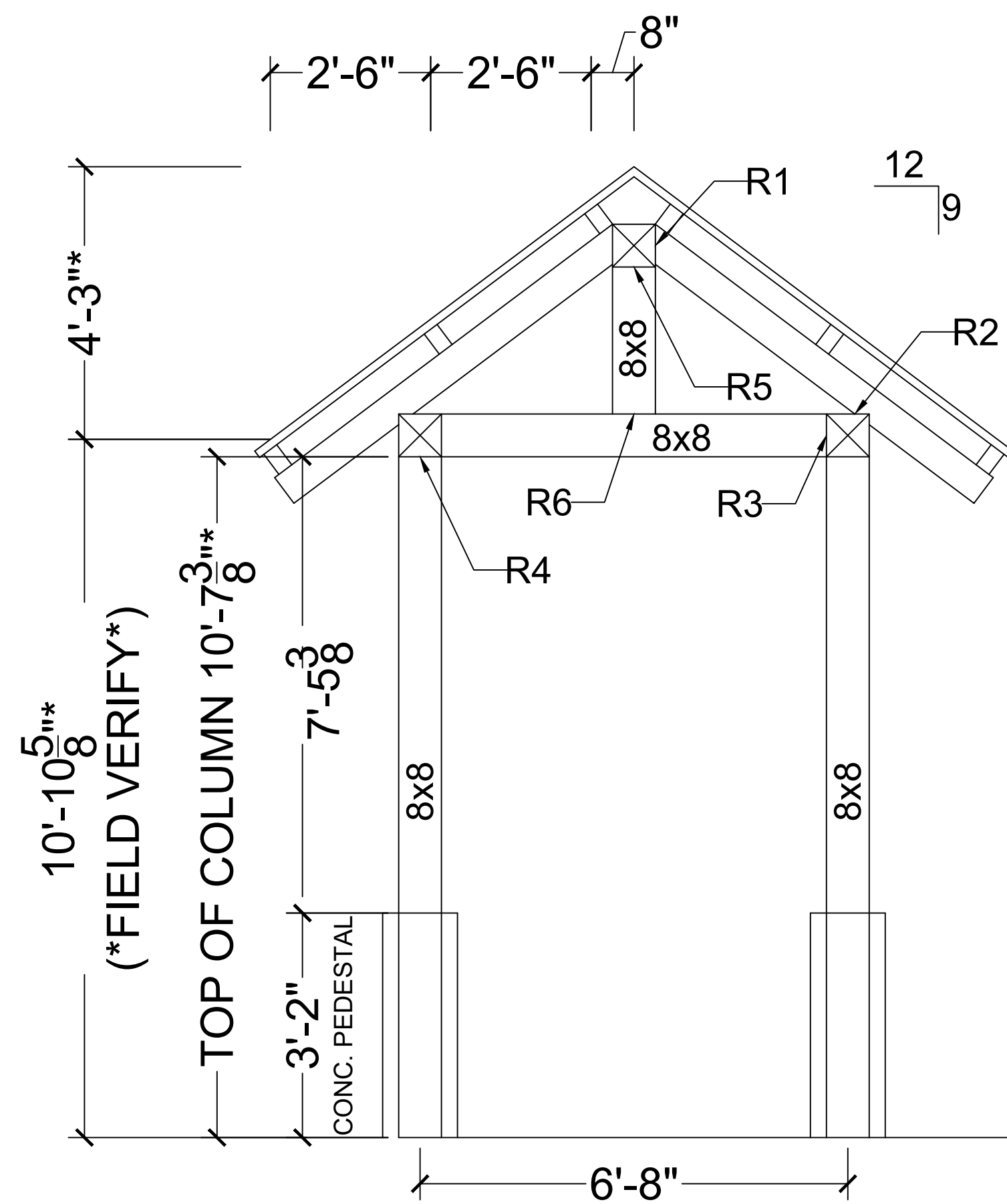
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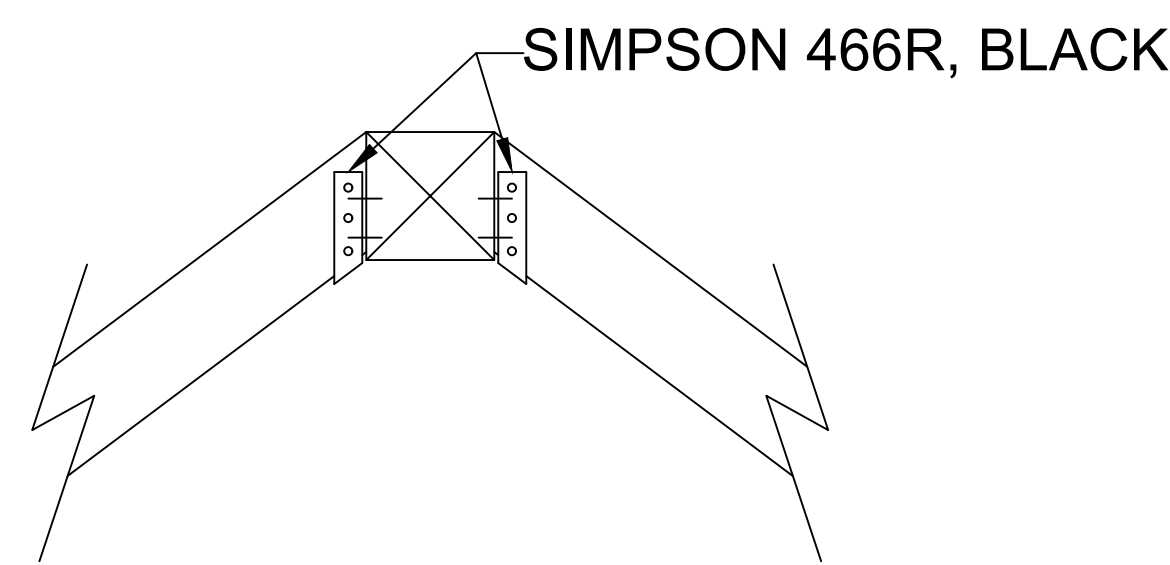
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Framing

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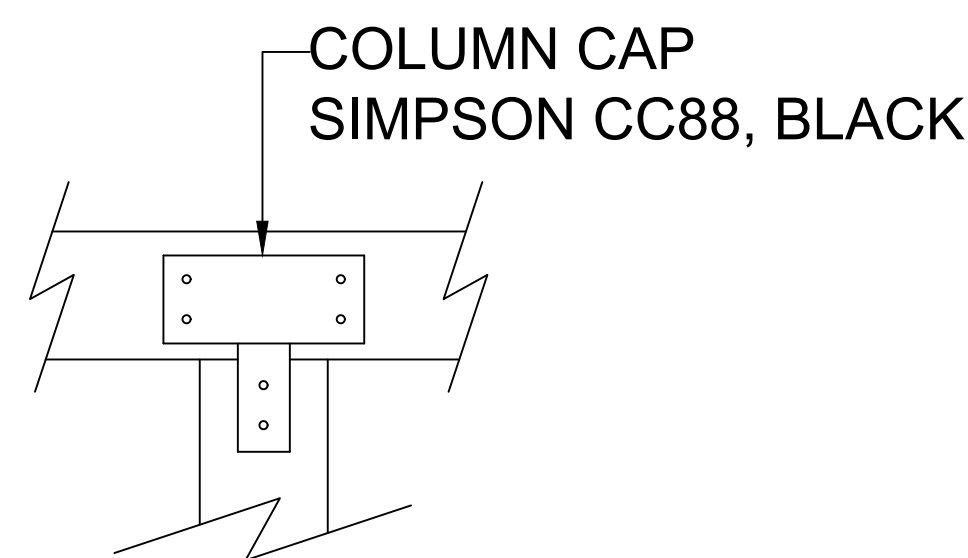
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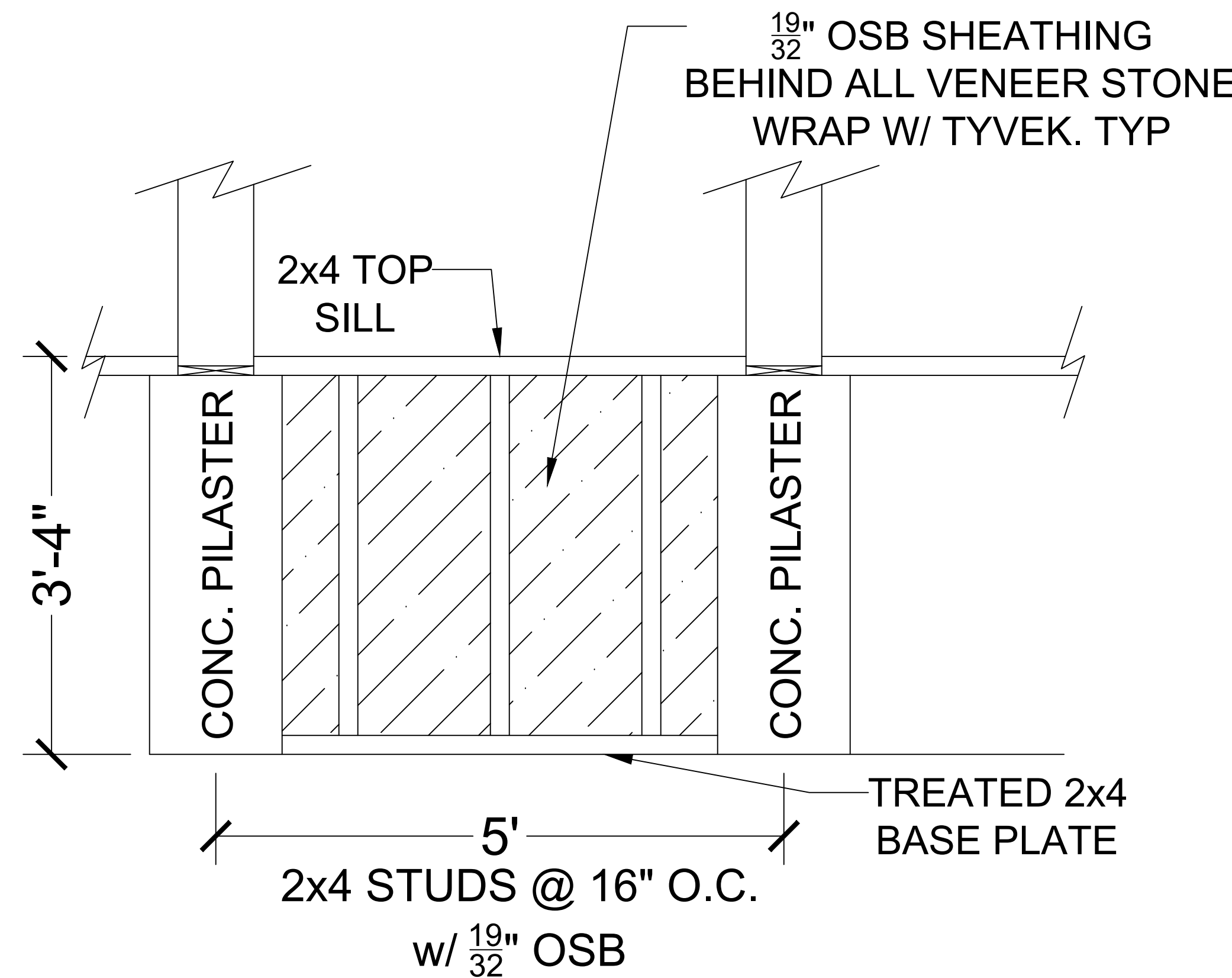
1 TYPICAL FRAME
SCALE: 1/2" = 1'-0"



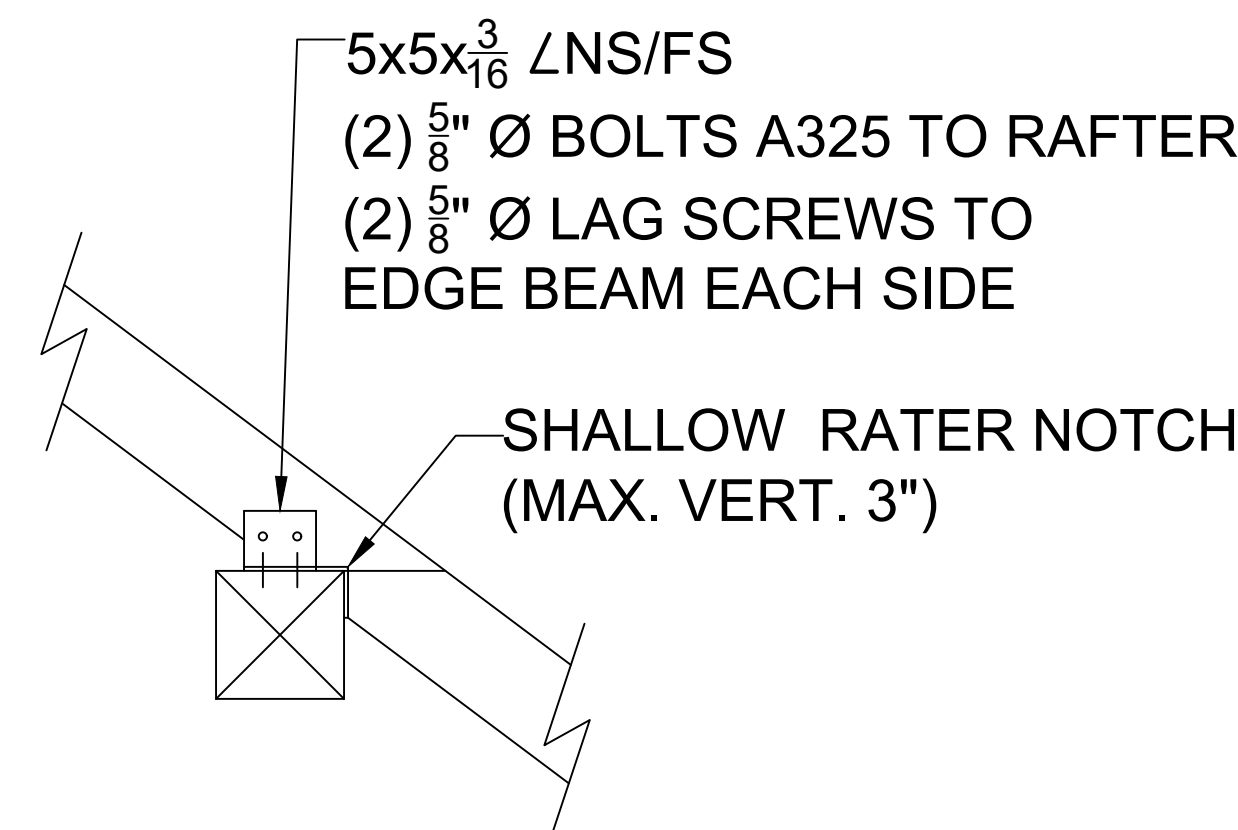
4 R1 - RIDGE BEAM TO RAFTER
SCALE: 1" = 1'-0"



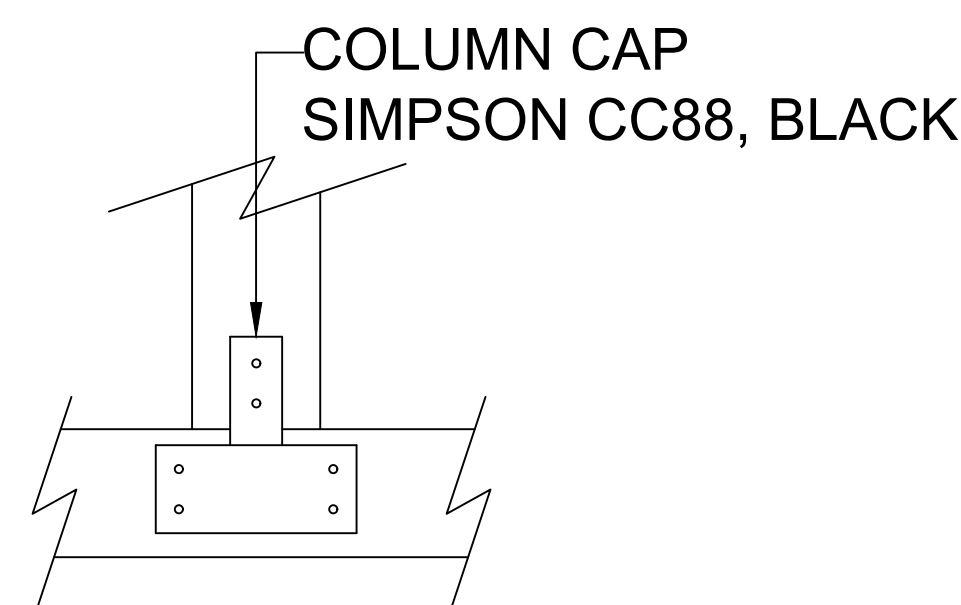
7 R-4 & R5 - BEAM TO COLUMN
SCALE: 1" = 1'-0"



2 WOOD SUPPORTING STONE WAINSCOT
SCALE: 1" = 1'-0"



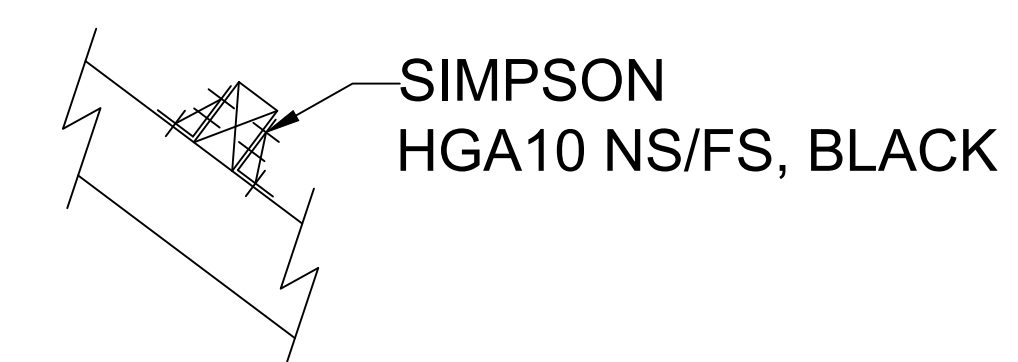
5 R2- EDGE BEAM TO RAFTER
SCALE: 1" = 1'-0"



8 COLUMN TO HEADER
SCALE: 1" = 1'-0"



6 R3-HEADER TO EDGE BEAM
SCALE: 1" = 1'-0"



9 R7-PURLIN CLIP TO RAFTER
SCALE: 1" = 1'-0"

NOTE: ALL CONNECTION PLATES & BOLTS TO BE PAINTED BLACK

APPROVED
By Dan Naiman at 8:02 am, Oct 17, 2023



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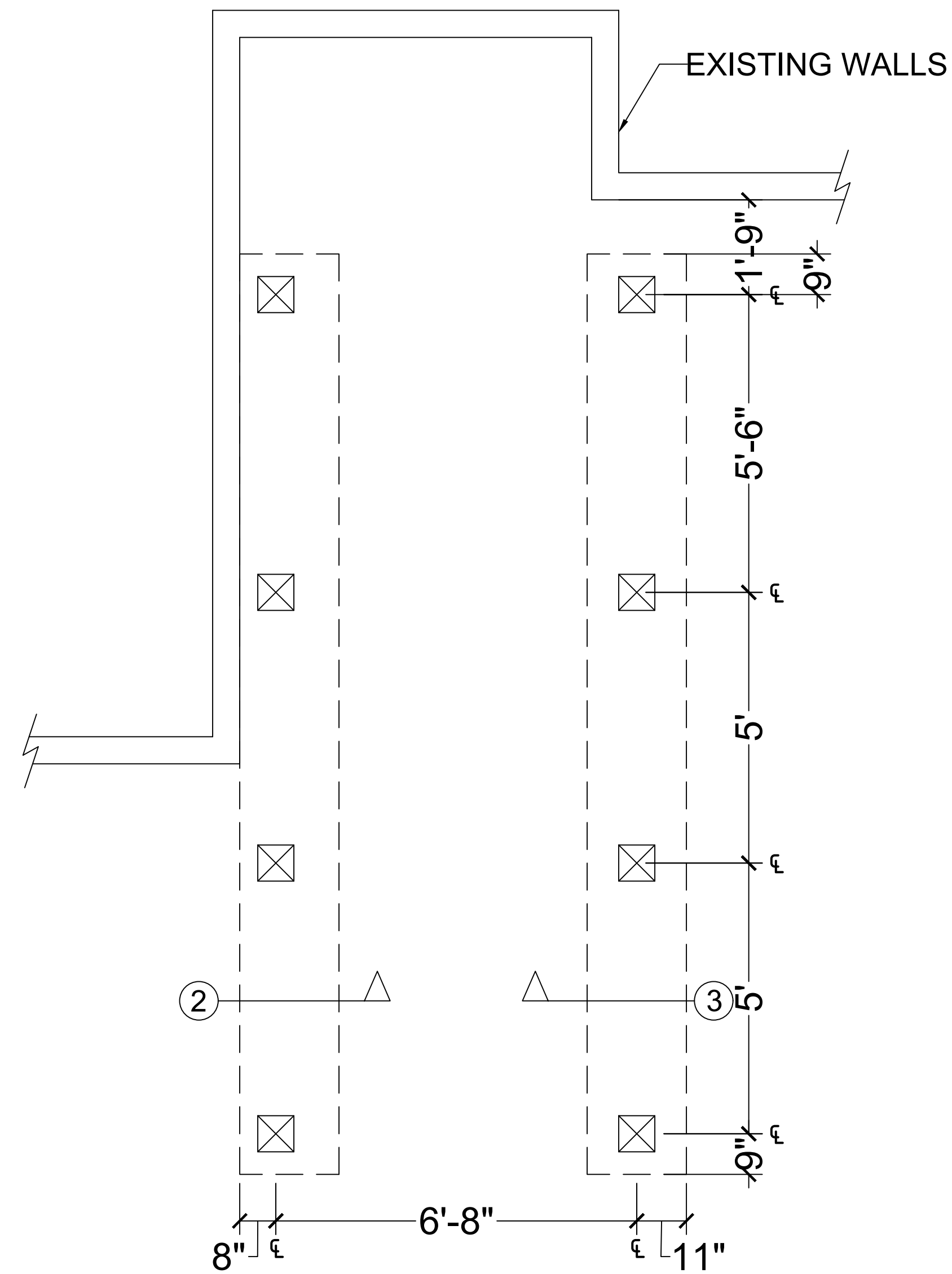
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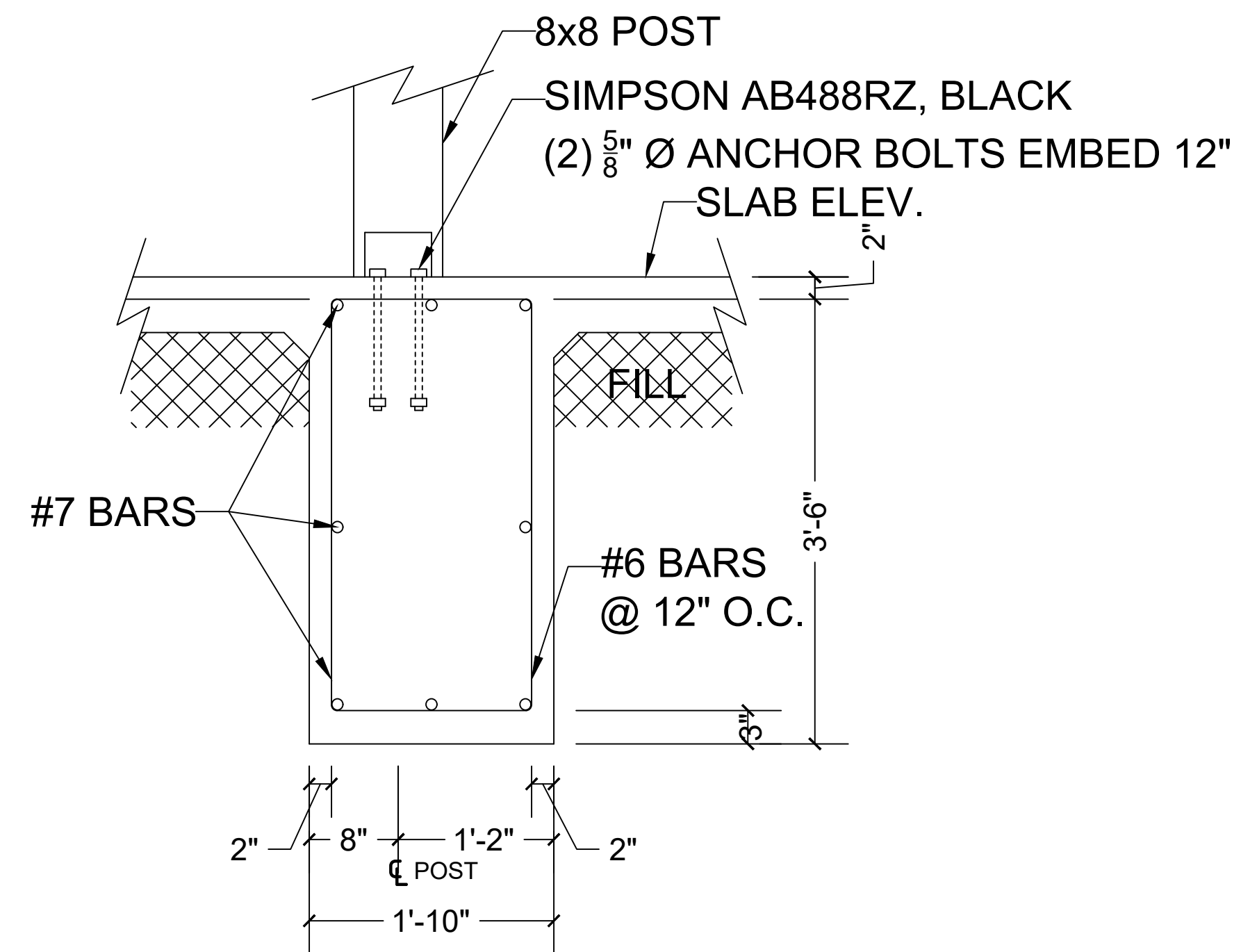
Footings

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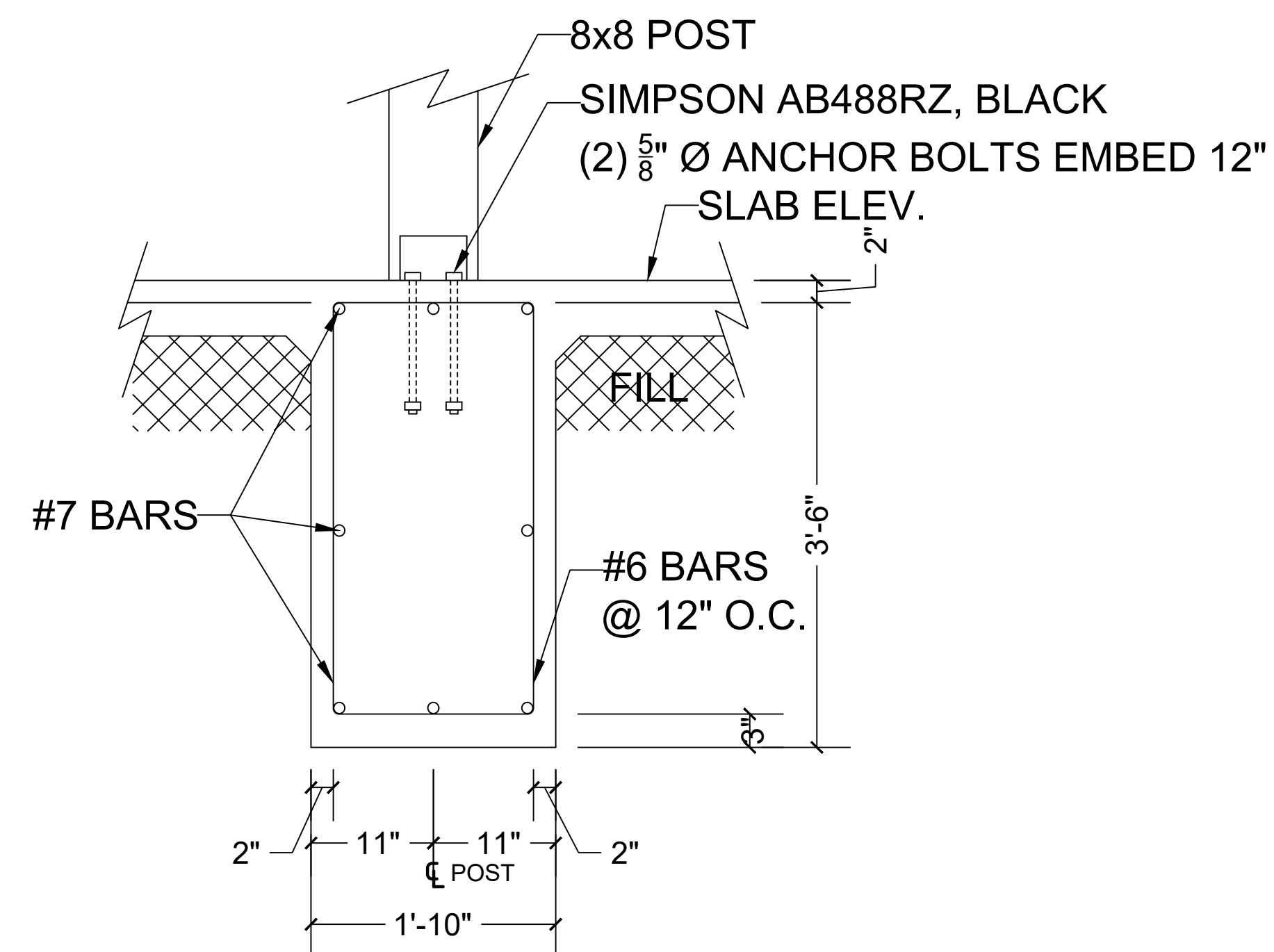
Sheet Number: 2 of 4



1 Footings Placement
SCALE: 1/2" = 1'-0"



2 Footings Detail
SCALE: 1" = 1'-0"



3 Footings Detail
SCALE: 1" = 1'-0"

📌 Proposed Area for Tomkins Staging



CITY OF CREEDE, COLORADO
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CREEDE, COLORADO AMENDING SECTION 9-1-100 OF THE MUNICIPAL CODE OF THE CITY OF CREEDE, COLORADO WITH A NEW PARAGRAPH (f) .

WHEREAS, Section 9-1-100 of the Municipal Code sets forth the fees to be charged to cover the cost of administration of the Development Code; and

WHEREAS, it is the intent of the Board of Trustees provide for a binding agreement to reimburse and pay the City for review expenses incurred by the City in the review of development proposals;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, COLORADO, AS FOLLOWS:

Section 1. “Section 9-1-100 of the Municipal Code of the City of Creede, Colorado is amended with the addition of Paragraph (f) to read as follows:

“(f) Agreement for payment of development review expenses incurred by City. City may require the Owner/Developer to sign an agreement for the payment of development review fees and other expenses incurred by the City as a condition of development within the City, including but not limited to, annexation, subdivision, change of land use, installation of public improvements and the issuance of building permits.”

Section 2. Effective Date. This ordinance shall be published and become effective as provided by law.

Section 3. Severability. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the ordinance. The Town Board hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases are declared invalid.

Section 4. Repealer. All ordinances or resolutions and motions of the Board of Trustees of the City of Creede or parts thereof, in conflict with this ordinance are to the extent of such conflict hereby superseded and repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance, resolution or motion, nor revive any ordinance, resolution or motion thereby.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED THIS _____ DAY OF NOVEMBER 2023.

ATTEST:

CITY OF CREEDE

Josie Bielenberg, City Clerk

By _____
Jeffrey Larson, Mayor

**CITY OF CREEDE
AGREEMENT FOR PAYMENT OF
DEVELOPMENT REVIEW EXPENSES INCURRED BY THE CITY**

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the CITY OF CREEDE, COLORADO, a municipal corporation, hereinafter referred to as “the City” and _____, hereinafter referred to as “the Owner/Developer;”

WITNESSETH:

WHEREAS, the Owner/Developer owns certain property situated in the County of Mineral, State of Colorado, and legally described as follows, to-wit:

(Insert the legal description for the subject property.)

WHEREAS, the development process includes all aspects of land use, including but not limited to, annexation, subdivision, change of land use, the installation of public improvements and the issuance of building permits; and

WHEREAS, the Owner/Developer desires to develop said property and has made application to the Board of Trustees of the City of Creede for approval of _____ ; and

WHEREAS, the Parties hereto recognize that the cash deposits and non-refundable land use fees as specified by resolution of the City of Creede may not be adequate to fully cover the City's expenses in considering the referenced application, including, but not limited to, legal publications, planning services, engineering services, attorney fees, consultant fees, reproduction of material, public hearing expenses and recording documents; and

WHEREAS, the Parties hereto recognize that the City will continue to incur expenses throughout the entire development process, until the final completion of the development project, including but not limited to, planning services, engineering services, attorney fees, consultant fees, reproduction of material, securing permits and easements, and recording of documents;

NOW, THEREFORE, in consideration of the premises and of the mutual promises and conditions hereinafter contained, it is hereby agreed as follows:

1. FULL AND SEPARATE ACCOUNTING OF REVIEW AND DEVELOPMENT EXPENSES.

The City will maintain an account(s) of all monies collected and expended as a result of the review of the above referenced application throughout the development process. Quarterly statements of expenses incurred and the balance remaining in the account will be made available to the Owner/Developer by the City. If future applications are submitted through the development process, balances from previous project(s) must be current.

2. EXPENDITURE OF FEES PAID BY THE OWNER/DEVELOPER.

The City shall expend the monies collected from the Owner/Developer in the form of land use fees and cash deposits, in the payment of expenses incurred in processing the Owner/Developer's request, throughout the development process, until final completion of the project. Expenses shall include, but not be limited to, fees charged to the City for legal publications, planning services, engineering services, attorney services, consultant services, reproduction of material, public hearing expenses, the securing of permits and easements and the recording of documents. Any cash deposits held by the City and not expended, will be refunded to the Owner/Developer, without interest, upon completion or termination of the project. Completion of a project means all departments have signed off on the project and no further City expense will be incurred. Portions of deposits from prior applications that are not expended may be applied to new project balances at the City's discretion, if Owner/Developer does not request in writing refund of such amounts prior to filing a new land use application(s).

3. PAYMENT OF REVIEW AND OTHER EXPENSES BY THE OWNER/DEVELOPER.

In the event that the City incurs expenses for the review of the Owner/Developer's request greater than the monies collected from the Owner/Developer in the form of cash deposits, the Owner/Developer shall reimburse the City for the additional expenses and/or replenish the cash deposit to the level specified. Said reimbursements and/or replenishment shall be made within ten (10) days of the City submitting an invoice for the expenses or a demand for replenishment of the cash deposit. Failure by the Owner/Developer to pay within the specified time shall be cause for the City to adopt any of the following remedies: cease processing the application, deny the Owner/Developer the right to appear before the Planning Commission or the Board of Trustees, deny approval of the application, or withhold the issuance of building permits or certificates of occupancy.

4. APPLICATION TERMINATION.

Except where the law or an agreement with the City provides otherwise, the Owner/Developer may terminate his application at any time by giving written notice to the City. The City shall immediately take all reasonable steps necessary to terminate the

accrual of costs to the Owner/Developer e.g., notify newspapers to cancel publications, etc. The Owner/Developer will continue to be liable for all costs reasonably incurred by the City prior to the date it received Owner/Developer's notice and all costs incurred to terminate the application.

5. COLLECTION OF REVIEW AND OTHER EXPENSES.

If the Owner/Developer fails to pay the review and other expenses incurred by the City when due, the City may take those steps necessary and authorized by law to collect the expenses due, including but not limited to certification of costs to the Mineral County Treasurer for collection through the tax lien process. The City shall also be entitled to all court costs, attorney's fees and other costs and expenses incurred in collection and interest on the amount due at the rate of 18% per annum.

6. PERSONAL GUARANTY.

The Owner/Developer shall be required to provide a personal guaranty for the payment of review and other expenses, unless waived in writing by the City attorney. If the Owner/Developer is a corporation, LLC or partnership, an individual must provide a personal guaranty.

7. CERTIFICATE OF GOOD STANDING.

If the Owner/Developer is a corporation or LLC, a current certificate of good standing from the Colorado Secretary of State must be included with this agreement.

8. SUCCESSORS AND ASSIGNS.

All covenants and agreements executed by or on behalf of the Owner/Developer shall bind to the Owner/Developer's successors and assigns and shall inure to the benefit of the City and its successors and assigns, including this Agreement, and any unpaid financial obligation owed by Owner/Developer to the City. Owner/Developer shall not, however, have the right to assign Owner/Developer's rights under this Agreement or any interest therein, without the prior written consent of the City.

9. NOTICES.

Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or mailed by first class mail, or by commercial courier or delivery service, or by facsimile, addressed to the parties at the addresses set forth below (or at such other address as any party may specify by notice to the other party given as aforesaid):

(a) if to the City, to it at:
The City of Creede
2223 N. Main Street
P.O. Box 457
Creede, CO 81130
Attention: City Manager

(b) if to Owner/Developer, to it at

Company

To The Attention Of:

Address:

City State ZIP

Phone Number

10. GOVERNING LAW.

This Agreement will be governed by, construed and enforced in accordance with federal law and the laws of the State of Colorado.

11. MERGER OF UNDERSTANDING.

The provisions of this Agreement represent the entire and integrated agreement between the City and the Owner/Developer and supersede all prior negotiations, representations and agreements, whether written or oral, except as where noted. This Agreement is confidential and proprietary between the parties and shall not be disclosed to any third party without an agreement between the parties to that effect in writing

12. ORIGINAL COUNTERPARTS.

This Agreement may be executed in counterparts, each of which will be an original, but

all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City and the Owner/Developer have caused this Agreement to be duly executed on the day and year first above written. By this acknowledgment, the undersigned hereby agreed to be bound by the terms and conditions of this agreement.

(Signature Instructions: Add additional signature lines and notary certificates for each signature.)

OWNER

Corporate name if applicable

By _____

Owner as Individual:

By _____

Developer

Must include current power of attorney to sign exclusively on this agreement.

By _____

State of Colorado)
)**ss.**
County of)

The foregoing instrument was acknowledged before me this ____ day of _____,
20 ____ by _____ as _____.
My commission expires:

Witness my hand and official seal.

Notary Public

City of Creede

Jeffery Larson, Mayor

Attest: Josie Bielenberg, City Clerk